CHILDREN AT RIVERSIDE

THIRTEEN HUNDRED TOTS HAVE SPLENDID OUTING.

Volunteers of America Had Charge of the Affair-Knights of Columbus-Other Picnies.

Riverside Park was invaded yesterday by an army of over thirteen hundred children, guests of the Volunteers of America, an organization similar to the Salvation Army, who entertained with a picnic which, as voiced by one of the boys in the crowd. was "bully." Ballington Booth is at the head of the Volunteers, who only began work in this city last fall. This organization does its work in conjunction with the churches as a sort of auxiliary to the church. Captain F. J. Preston, of the Volunteers, and Mr. L. B. Trites, of the Railroad Y. M. C. A. of Brightwood, had charge of the outing yesterday. The total expense was \$215, including \$80 car fare, dinner for one thousand children and incidentals. Most of this was donated.

It was a jolly crowd of eager, romping, thoughtless boys and girls ranging in age from little tots scarcely big enough to look arded cars yesterday morning bound for Riverside Park. All poor children unable to otherwise have the pleasure of an outing were invited.

The sport of these youngsters can best be imagined and the noisy shouts and demonstrations with which the grounds rang were enough to convince a visitor of the fun the children were having. In the forenoon foot races, games and other athletic contests d attention. The Helen Gould was chartered and all were taken on a trip down the river. One of the features of the day was the distribution of oranges and a cake of "hokey pokey" to every member of the party. The fruit was given out from a wagon by Mr. Trites, who was surrounded by a mob of hungry, waiting chil- lough. While I have no objection to the dren fighting to get the desired oranges other candidates who are in the race for in a manner that reminded one of the work of a victorious army sacking a city. The good time lasted until the setting Cullough and believe he will receive the sun heralded the end of the picnic and the largest support from Republicans, if nom-same crowd that so lively and noisily inated. But I wish especially that it be left the city in the morning set out for | understood that the Silver Democratic Club | fore Judge Leathers yesterday, in which the entertainment given by the Volunteers of the candidates for mayor. All of them and those who aided in giving them such a are good men, and the one nominated relations between herself and her husband

Former Carroll County People.

of Carroll county had a picnic at Riverside Park yesterday afternoon. This was the twelfth annual meeting, the society being Fisher, Mrs. Sarah Rollins, A. W. Dunkle and Mrs. Francis E. Smock. Each year these social meetings afford the friends and acquaintances of other days an opportunity to renew friendship, and yesterday's meeting was an exceedingly pleasant and enjoyable occasion. The members of the society were photographed and then had an cu-fashioned picnic dinner. The afternoon was spent in old-time sports and on the river. Some of those present Mr. and Mrs. Haugh, Mr. and Mrs. Ryan, Mr. and Mrs. Fisher, Mr. and Mrs. Cook, Mr. and Mrs. Heartzog, Mr. and Hubbard, Mr. and Mrs. Bradshaw, Mr. Mrs. Whitaker, A. N. Grant, A. W. Dunkle, A B. Montgomery, C. E. Cantner, of Works will have the right to abolish lodrs Clifford, Mrs. Prough, James H. Barnes and others. This society has two meetings a year, the election of officers occurring at the midwinter meeting.

Reunion of Benton County People.

A reunion of Benton county people was held at Brookside Park yesterday. About seventy-five were present. B. F. Johnson was chosen president and J. N. Cassel secretary and treasurer of the association.

Talks were made by Rev. D. R. Lucas, Rev.

J. C. Anderson, J. N. Cassel, J. R. Halls, Rabbi Weschling and others. A big picnic dinner was served at 6 o'clock and the rest of the day was spent in talking over old

Knights of Columbus.

The fourth anniversary of Indianapolis Council, No. 437, Knights of Columbus, was observed at Broad Ripple Park yesterday. The celebration began shortly after noon. Athletic games, including tug of war, base ball, rowing, potato and egg races and short dashes, comprised the programme. Late in the afternoon the greater number of the members arrived. The celebration closed with a dance in the pavilion last

Contractors at Fair Grounds. Among the numerous picnic parties yes-

terday was that of the Builders' Exchange at the fair grounds. The association is composed of contractors and building material men of the city. There were dancing, band concert, horse racing, progressive euchre and other amusements. Refreshments were served and a big supper was spread on the grass in the evening. H. C. Adams. C. R. Balke, L. S. Pierson and C. lender composed the committee on arrange-

PURITY OF CITY WATER.

(CONCLUDED FROM FIRST PAGE.) ery is not a part of a perfect water supof direct contamination from the river.' PUZZLING AMBIGUITY.

The members of the board came to the conclusion that the only positive statement in the whole report was the last sentence, "Yet there is no evidence of any direct contamination from the river." Even its assurance was clouded, however, by the uncertainty of the experts as to the absolute sence of colon bacilli, as to the amount of evil colon bacilli are responsible for, and the statement that the upper gallery is not a part of a perfect water supply for the city. The members of the board feel that the experts have worked conscientiously and energetically, and that they have devoted their stores of science and sense to the solution of the problem, but they are not satisfied with the report in its present form. It leaves matters too much as they were April 17 last, when the tests

"WHEN DOCTORS DISAGREE."

Experts White and Clark Present

Varying Statements as to Purity. Although the report submitted to the Board of Public Health and the mayor was Dr. William Charles White, for the city, and Dr. Edmund D. Clark, for the Indianapolis Water Company, after two months of collaboration in investigating samples of city water, the experts do not agree with each other in fact, however much the report may be a joint expression. In plain English Dr. White believes the water is not safe to drink. In Anglo-Saxon of the same pure variety Dr. Clark believes that it is perfectly safe. The following expressions than at present. There seems to be a strong were obtained from these gentlemen last

Dr. White-I would prefer not to discuss the matter at all. I would prefer that I not e quoted in the matter. You will remember that I submitted a previous report to the Board of Public Health in which I advised residents of the North Side to boil their water. My opinion has not changed. The present report states that impurities were found. I do not consider the water

supply what it ought to be.
Dr. Clark-I do not think the report is unbiguous at all. It states, I think, that the water is all right, that it is safe to use. That is my opinion, and I think I am correct. The impurities found I do not believe are dangerous to life or health. As for the colon bacilli, authorities, for the most part, do not believe now that their presence means fecal contamination. Colon bacilli are found on wheat and other grain, are ound frequently, in fact. Their presence n the city water does not necessarily mean that the water is unsafe to use.

th doctors will appear before the Board of Public Health at its meeting next week make whatever explanation of the report the board may require.

Married in a Law Office.

A law office is rather an unusual place for wedding, but that was what happened in William V. Rocker's office, in the Lemcke lights should be made severally."

uilding, yesterday. The groom was Perry H. Shaw, aged thirty-nine, a farmer living near Castleton, and the bride is Miss Anna M. Ellis, twenty-two.

The couple had intended to be married on North Delaware street, but Jonas Johnson, one of the groom's friends, chanced to meet Mr. Rooker, who is also an old friend, and the two planned to entice the parties into Mr. Rooker's office, and there have the knot

The scheme was successfully carried out Justice Stout was sent for, and numerous stenographers and women clerks were sumnoned as witnesses. The office was darkened, the lights turned on, and the ceremony performed. At the close of the affair Farmer Shaw was compelled to kiss the bride before all the guests.

THE PLAN FALLS THROUGH

INDIANA SILVER CLUB FAILS TO IN DORSE M'CULLOUGH.

Dr. L. N. Howard, President of the Club, Says an Evening Paper Did Him an Injustice.

It was stated in the evening papers yesterday that the Indiana Silver Club would candidacy of James E. McCullough for the Democratic nomination for mayor would be indorsed. An informal meeting of some twenty members of the club has held last

papers, representing me as saying that the Silver Democratic Club would undoubtedly James E. McCullough for the office of mayor did me no little injustice. Personally, I favor the nomination of Mr. McCulthe nomination, I am inclined toward Mcne weary, but filled with appreciation for has not and will not declare for any one should receive the undivided support of the | Charles severed, a novel reason for mar-Democratic party. The club has not declared its intention of supporting the candidacy of any one except that of S. P. Dixon, Nearly three hundred former residents | who is making the race for police judge.' It is regarded as barely possible that this statement comes as a result of the conference of club members last evening, at which an unsuccessful attempt was made to secure the indorsement of McCullough. Dr. Howard states that another meeting of the club will be held in the near future for further consideration of the mayoralty

LIGHT FOR CITY. (CONCLUDED FROM FIRST PAGE.) a day for every lamp failing to give the proper service. It is provided that at any time the Board of Works deems it necessary to increase the number of lamps from 1,500 or 2,000, as the case may be, to a greater number, the same must be done by the contractor at the same rates as charged for the original lamps. The Board cations or make whatever changes in locations it may deem necessary. The contractor is given the right to use all devices and improvements in electrical machinery which he may deem necessary, except that the cost to the city shall not be increased. It is also specifically provided that the city shall not be held liable for violation of patents made by the contractor in using any devices or machinery to give service to the city.

An important provision of the contract is that the Board of Park Commissioners shall have the privilege of using lamps in the the city for street service. Rentals are due on the tenth of each month. In the event a new company is organized to take the lighting contract it is provided that it shall be granted all necessary franchises and rights, a franchise identical practically with that now enjoyed by the Merchants' Lighting and Heating Company. It is specified that lights shall be extended to any territory on petition of property owners in sufficient number to justify fifteen incandescents for every 400 feet.

BOND OF \$50,000. The successful bidder must give \$50,000 bond, and on the awarding of the cotract must deposit a fund of \$1,000 for the use of the board as an emergency fund. It is again provided that the number of lights shall not be less than 1,500, but if before Jan. 1, 1905, the board decides that 2,000 must be used at the rates bid, the contractor must agree to put them in service. On sixty days' written notice, after the contract has gone into operation, the board may demand additional lamps. It may discontinue certain lamps at thirty days' notice, not more, however, than fifty lights a year, and never reducing the number below

candescent lamps a thorough trial, and it is believed their use will be justified. Many streets are so heavily shaded that are likely and that they have the right to use the alley way. It is expected that other suits will follow. placed on high fail to give proper service. It is thought that a number of incandescent lights arranged with a view toward dissipating the shadow will be far more effective and satisfactory. The arc lamps are to be ly for the city, yet there is no evidence the latest inclosed arc type, of the most be the approved fifty-candle power type. The supports are to be of the boulevard type in the downtown districts. No mast shall be used in this district. All are lamps are to be suspended over the street. The contract contains a subway clause. In case a subway is ever built, the contractor will be given the right to put under-

ground work in it. DIRECTORS PRESENT VIEWS.

The views of the directors of the Commercial Club are outlined in the following: "1. That the city should be divided into two sections: (a) That embracing the district in which the wires are under ground (b) The remaining part of the city. "Mr. Perry says that the underground wires comprise about 10 per cent. of the company's lines. Reports from other cities show that the additional cost of putting the wires under ground is in the neighborhood | ty, was transferred to the Supreme Court of 40 per cent, of the entire expense and in the same manner. construction of the system. "If bids were called for both for the city

two districts the city would be in a position to take whichever method was the cheaper. "The present company having its conduits in and using them as it does very largely for its commercial lighting, ought to be able to do this work much more economically and cheaply than could a new comlighting and a new company obtain the the last of December. other, the tearing up of the streets for the

as an entirety and separately upon these

construction of new conduits would be thus "2. There should be a provision made for the readjustment of the rates upon application by the city every two and one-half or five years. The new rate, however, to be in no event higher than the contract rate. This would enable the city to obtain the benefit of any changes in the methods of manufacturing electricity which might enable it to be produced at largely less cost belief existent among practical and scien-tific men that within the near future such

changes will occur. "Such a provision should be carefully prepared and the elements which are to enter into the readjustment should be distinctly and clearly determined so that any prospective bidder may not be unduly hampered by this provision.

"3. Either the city should pay for its own inspection of work being installed or there should be some limitations placed upon the number of inspectors to be used, in order that the prospective bidder may not be compelled to meet the unknown quantity, against which he may only guard himself with safety by estimating an outside and maximum amount which may be entirely beyond that which is necessary. "4. The character of material and size of

poles should be definite so that the bidder may know that upon which he has to count and estmiate accordingly. "5. Provision should be made that at the expiration of the contract the poles and conduits of the old company might be used by the successful bidder for the next contract, upon such terms as might be equitable, provision being made as to the

"6. The bids for arc and incandescent

THE CASE OF ARTHUR SIMPSON TO BE BITTERLY CONTESTED.

Witnesses Subjected to a Flerce Cross-Examination-Other News of the Courts.

The trial of Arthur Simpson, charged with forgery, began in the Criminal Court yesterday morning. The case is expected to be one of the hardest-fought criminal cases for some time. John W. Kern and Martin Hugg are fighting every inch of ground for the defendant, and the State's witnesses are subjected to a fierce cross-examination. John S. Duncan and Deputy Prosecutor Benedict represent the State.

The State is attempting to show that Simpson drew checks and drafts on Warman, Chamberlain, Black & Co., stock dealers at the Union Stock Yards, and others amounting to more than \$17,000.

A jury was not selected until the noon recess yesterday. The State then began the hold a meeting last night at which the introduction of testimony. Mr. Warman was the chief witness. He said that Simpson had been employed by the firm in the capacity of bookkeeper; that their business was intrusted to him and he had ample evening, but no action of that nature was | opportunity to commit the alleged forgeries. He further testified that as a result After the meeting Dr. L. N. Howard, the of having to pay the drafts the firm had president of the club, gave out the follow- | been compelled to put up \$20,000. His crossexamination will be concluded this morn-

"The article appearing in the evening ing. Major Simpson, of Paoli, father of the accused man, and Mrs. Simpson, his mother, were present in the courtroom. The names of the witnesses subpoenaed include many prominent men, to be used by the de-

fense as character witnesses. NOVEL THEORY OF MARRIAGE.

Mrs. De Wire Entered Wedlock to Get Rid of Her Husband.

During the hearing of a divorce case be-Lola De Wire sought to have the existing

riage was given. During her testimony she was asked by Attorney Leach: "Did you not love your sir, I didn't," was the emphatic reply of Mrs. De Wire. "Why did you marry him then?" asked the attorney. "Well, you see," said the plaintiff, "he just kept comin' around every night and botherin' me so that finally I married him to get rid of

The two could not far various reasons get on well together, so the court granted a legal seperation.

TEMPORARY ORDER.

Property Owners Bring Proceedings Against Board of Works.

Property owners on Michigan street were granted a temporary restraining order enjoining the Board of Works from awarding contract to-day for work to be done on that street, by Judge Carter yesterday evening. The hearing is set for next Wednesday, when it will be determined whether or not the order will be made permanent. The property owners declare in their petition that irregularities have occurred in the proceedings and ask the court to prevent the board from awarding the contract.

Right-of-Way Case.

The right-of-way controversy between the Indianapolis & Martinsville Electric road and the Indianapolis & Vincennes Railroad was decided yesterday by the Appellate Court. The right of an interurban road which is building a line alongside of a steam railroad to take a strip of the latter's right-of-way in its wider parts, so as to reduce the entire right-of-way to the width of its narrowest parts, was denied by the Appellate Court. At some points the I. & V.'s right of way is more than fifty feet on both sides of the track, and the Circuit Court held that part of could be condemned and be used by the Interurban Company.

Another Injunction Suit. Anna D. Hughes yesterday asked for estraining order against A. P. Pettis to prevent the closing up of the narrow passage way between the New York Store and the Gramling block. The contractor, William . Jungclaus, is made a party. This is the second injunction suit filed against Mr. Pettis. The same kind of an order was asked for Wednesday by Charles Becker, another of the adjoining property owners. The passage was dedicated to all the owners of

In reversing a judgment in favor Louise Tenner, who was struck by a Massachusetts-avenue car near North street, the Appellate Court yesterday decided that the case will be transferred to the Supreme housewives kept but one "girl for general also included in the threat, and, as Fletcher approved type. The incandescents are to when a passenger gets off a street car, and, Court crossing behind it without taking any precautions to know whether or not a car is coming from the other direction, is struck and injured by that car, he cannot recover any damages, even if the car which struck him is running at excessive speed, or may have been managed negligently. Judge Roby dissented, insisting that the woman is entitled to damages.

Two Cases Transferred.

The case of Frank Holland against the Lake Erie & Western Railroad, from the Marion county Superior Court, was transferred yesterday from the Appellate to the Supreme Court The judges of the Appellate Court were equally divided on the case. The case of B. W. Quinn against the Lake Erie & Western Railroad, from Jay coun-

New Grand Jury.

Judge Alford, of the Criminal Court, will issue an order for the new grand jury to be drawn to-morrow. It is probable that the names of the six men will be drawn 4438. Callicolt vs. Allen. Vanderburg S from the box on that day. The new grand jury will be called the a joint report prepared by the two experts, pany. If it should retain this part of the first Monday in July and will serve until

THE COURT RECORD. SUPERIOR COURT.

Room 1-Charles C. Averill, Special Judge. Joseph Kreber vs. Clark Schooley et al.: foreclosure. Submitted. Evidence heard. Finding and judgment for plaintiff vs. de-fendant for \$123.75 and costs. William Flick, administrator, vs. Alfred Holmes et al.; on note. Submitted. Evi- pellant's reply brief (8.) dence heard. Finding and judgment for plaintiff vs. defendants for \$288.97 and

Solomon Rauh et al. vs. Anton Bayer;

on account. Submitted. Evidence heard. Finding and judgment for plaintiffs vs defendants for \$55 and costs. Lillian Muzzy vs. Benjamin Muzzy; divorce. Submitted. Evidence heard. Finding and decree for plaintiff. Custody of minor child, Charles Muzzy, age ten years, awarded to grandmother, Mrs. James Fort, Rebecca Hoeker vs. Henry Hooker; di-liott et al. Marshall C. C. Appellees' vorce. Defendant defaulted. Submitted. Evidence heard. Finding and decree for

plaintiff. Judgment vs. defendant for costs. Room 2-James M. Leathers, Judge. Lilly & Stalnaker vs. Edward M. Claypool; mechanic's lien. On trial by court. Room 3-Vinson Carter, Judge.

No steps having been taken in the following cases for one year, they were called today and dismissed for want of prosecution: American Sugar Refining Company vs. Krag-Reynolds Company; First National Bank of Chicago vs. Perkins; Michelson vs. Indianapolis Street-railway Company; Hubbard vs. Phoenix Insurance Company; Mc-Clure vs. Graham et al.; United States Fimode of its ascertainment.

"The object of this is to prevent the duplication of poles and conduits which are becoming a burden to the citizens by reason of their great number.

Clure vs. Granam et al.; United States Fledelity and Guarantee Company vs. Davidson; Dill vs. Stackney; Consolidated Paint and Oll Company vs. Keller et al.; Washburn vs. Young; McWhorter vs. Redman; De Hart vs. Broad Ripple Railway Company; Indianapolis Paint and Color Com- ferred from Supreme Cour-

al. vs. Campbell Company et al.; German Fire Insurance Company vs. Ernst; Faar vs. Hughes et al.; State of Indiana vs. Home Realty Company; Fulkerson vs. Tan-ner; Hinkle vs. Indianapolis Street-railway Company; Glidden vs. Glidden; Williams vs. Morehouse; Miller vs. City of Indianapolis; Harter vs. Harter; Thorns vs. Indianapolis Street-railway Company; Emmelman vs. Walters; Merriman vs. C., C., C. & St. L. Railway Company; Crabb vs. C., C., C. & St. L. Railway Company; Davidson vs. Jackson; Clark vs. C., C., C. & St. L. Railway Company; Merrill vs. Abendreth; Sutton vs. Wade; Webber vs. Cayle et al.; Smith vs. Vorhis et al.; Callaway vs. Roberts et al.; Higgins vs. Roodebaugh; Hamilton vs. Kealing; Balke & Krause Company vs. Wright et al.; Jones vs. C., C., C. & St. L. Railway Company; Johnson vs. La Rue et al.; Burrows vs. Price; Mathews vs. Mathews; City of Indianapolis vs. Indianapolis Light and Power Company; Davis vs. Davis; Ray vs. Indianapolis Street-railway Company; Consolidated Coal and Lime Company vs. Glenn et al.; City of Indianapolis vs. Home Heating and Light Company; Negley vs. Stalnaker et al.; Stewart vs. Ferguson; Cave vs. Cave. Marion Bond Company vs. Simms. Dismissed and costs paid. Carson, executor, vs. Morgan. Judgment William M. Taylor vs. City of Indianapolis; to quiet title. Finding for plaintiff. Judgment against plaintiff for costs. Elizabeth Ohr vs. City of Indianapolis; to quiet title. Finding for plaintiff. Judgment against plaintiff for costs. The Duckwall Harman Rubber and Supply Company vs. White River Gravel and Sand Company. Dismissed by agreement at defendant's cost. Susan F. Stewart vs. George W. Stewart; divorce. Dismissed by plaintiff. Judgment

Henry Clay Allen, Judge. John W. Green vs. James M. Manker. Submited to court. Evidence heard. CRIMINAL COURT. Fremont Alford, Judge. Arthur J. Simpson, defendant, files separate motion to quash each count of the in-dictment. Motion overruled. Defendant

CIRCUIT COURT.

against plaintiff for costs.

separately execepts. Defendant arraigned and pleaded not guilty. On trial by jury. Jury impaneled and sworn. Evidence heard and continued. NEW SUITS. George Good vs. Louise Good: divorce. Circuit Court. Minnie E. Weddell vs. Alonzo M. Weddell; divorce. Superior Court, Room 3. Elizabeth Moore vs. James L. Moore;

divorce. Superior Court, Room Anna D. Hughes vs. Alphonsco P. Peters et al.; injunction. Circuit Court. Maggie Harrell vs. Adolph Harrell; di-vorce. Superior Court, Room 1. Deborah Jay vs. William S. Coyner; notes. Circuit Court. Deboah Jay vs. William S. Coyner; notes. Circuit court. Susie E. Riley vs. Marion H. Riley; divorce. Circuit Court. City of Indianapolis vs. Silas Irish; assessment. Circuit Court. City of Indianapolis vs. Mary Earl; assessment. Circuit Court. City of Indianapolis vs. Charles Arnell et al. Circuit Court. City of Indianapolis vs. Susan J. Leach: assessment. Circuit Court. City of Indianapolis vs. Alberta

HIGHER COURTS' RECORD.

Sharpe; assessment. Circuit Court.

Motion to reinstate overruled.

SUPREME COURT. 20041. Cooney vs. American, etc., Co. St. Joseph C. C. Affirmed. Hadley, J.-An exception to the conclusions of law is a part of the record proper as a matter of course, and cannot be made a part by a bill of ex-20099. Indianapolis St. Ry. Co. vs. Hockett. Marion S. C. Petition for rehearing 19914. Rubey vs. Hough. Randolph C. C.

20149. Delia M. Studebaker vs. the Board of Commissioners of the County of Wells et al. Wells C. C. Notice to clerk and attorneys' record served. 20110. Hugh G. Keegan, trustee, etc., vs. Hamilton National Bank. Allen C. C. Appellant's brief (8.) -New Cases .-

-Minutes --

20152. L. E. & W. R. R. Co. et al. vs. Frank H. Holland. Marion S. C. Transferred from Appellate Court, No. 3824. 20153. Barton W. Quinn vs. C. & E. R. R. Co. Jay C. C. Transferred from Appellate 20154. Wark L. De Motte et al. vs. City of

Valparaiso. Porter C. C. Transferred from Appellate Court, No. 4778. Sec. 10, acts 1901. APPELLATE COURT. 4778. De Motte vs. City of Valparaiso. Porter C. C. Petition to remove to S. C. granted. 4461. Fritzinger vs. State ex. rel. Eckert. Adams C. C. Affirmed. Robinson, C. J.-1. It is not error to refuse an instruction that will give or have a tendency to give Springtime. the jury to understand that the preponderance of evidence is to be determined by the number of witnesses testifying on each

side. 2. To present for review the misconduct of the trial court and making certain remarks during the trial of a cause an exception must be taken to the action of the court. 3. In an appeal under Section 642, Burns 1901, the Appellate Court will consider only such objections to the admission or exclusion of evidence as were presented to the trial court. 4. This court cannot review the action of the trial court in overruling a motion to strike out "all the evidence" of a certain witness when the bill of exceptions sets out only a part of the evidence given by the particular witness. 5. It is not error to refuse to give an instruction when the substance of the material part of the instruction is contained in instructions that are given. 3824. L. E. & W. R. R. Co. vs. Holland. Marion S. C. Transferred to S. C. per curiam. When this court is equally divided upon the correctness of the judgment of ing suburb in which the club is located. Marion S. C. Transferred to S. C. the trial court the case will be transferred | The ladies were very particular to say to the Supreme Court.

4425. Quinn vs. C. & E. R. Co. Jay C. C. Transferred to S. C. per curiam. When this court is equally divided upon the corulate cap. Inasmuch as each of these rectness of the judgment of the trial court

Marion C. C. Reversed. Roby, J.-1. Under the act of 1901 the right given electric railways to cross intersecting highways and railroads does not purport to authorize the appropriation of a right of way by such company longitudinally in whole or in part over such ways. 2. The power to condemn land which has heretofore been appropriated to public use must be conferred by the Legislature in express terms or by necessary implication.

Indianapolis St. Rv. Co. vs. Tenner. Marion S. C. Reversed. Wiley, J.-1. When a person alights from a street car upon a street he at once becomes a traveler upon a public thoroughfare, and as such the law casts upon him the responsibility of his surrounding environments. And in crossing the street over street-car tracks he is under obligation to use ordinary care and precaution for his own safety, and such ordinary care and caution must be measured by the situation in which he is placed and the surrounding conditions that confront him. 2. Where the answers to interrogatories are antagonistic to and in irreconcliable conflict with any material fact found by the general verdict the special verdict Petition for rehearing overruled. 4007. Old Wayne, etc., Assn. vs. Flynn. Marion S. C. Petition for rehearing granted. 4873. Sisson vs. Caruthers. Vanderburg

C. C. Certiorari granted and issued. -Minutes .-4756. Frederick Schreiber et al. vs. Albert R. Worm. Marion S. C. Appellee's cross 4644. Mollie W. Wilkinson vs. Henry P. Vandermark et al. Whitley C. C. Appellees' brief (8.) 4740. Consumers' Gas Trust Company vs. Benjamin W. Couch. Delaware C. C. Ap-4767. Union Traction Company of Indiana vs. Alfred Forest, executor, etc. Hunting-ton C. C. Appellant's brief (8.) 4775. The Indianapolis Street-railway Company vs. Christian Ahrens. Marion S. . Appellant's brief (8.) 4386. Jacob Newman et al., surviving partners, etc., vs. Harry B. Gates, Marion S. C. Motion to modify mandate. Notice and brief (8.) 4739. State, for the use of Quincy Cram,

-New Suits .-4870. Anna Z. Bryson et al. vs. George F. Collmer, guardian. Elkhart C. C. Record. Assignment of errors by Anna Z. Bryson. Assignment of errors by Frederick G. Bryson. Assignment of errors and cross errors by Mary Zeitler. Assignment of errors and cross errors by appellee. Joinder in assignment of errors of Bryson and Zeitler. Joinder in assignment of cross errors of Zeitler. Joinder in assignment of errors of Zeitler. Submitted by agreement. 4876. Terre Haute Electric Company vs. Anna M. Kiely. Vigo C. C. Record. Assignment of errors. In term. Bond. 4872. Indianapolis & Greenfield Rapid Transit Company vs. Thomas B. Derry. Rush C. C. Record. Assignment of errors. In term. Bond. 4873. Joshua S. Sisson et al. vs. Joseph Carthers et al. Vanderburg C. C. Trans-

brief (8.)



SERIES WILL BEGIN AT THE GER-MAN HOUSE TO-NIGHT.

Custodian Worwa, After Five Years' Service, Is Succeeded by Robert Zehlicke, of New York.

Custodian Wawra, after five years of service at the German House, was obliged to resign recently because of failing health and has returned to his fatherland. The new custodian, Robert Zehlicke,

comes with the best of recommendations. He has a wide range of experience in catering, having had training in every branch, and having filled positions of steward, custodian and manager of hotels, clubs and restaurants in New York and elsewhere. He came to the Deutsche Haus direct from the New York Raths-Keller, where he was manager during the past two and a half years.

To-night the first of the summer garden concerts will be given by the Indianapolis Military Band. In the event of unfavorable weather the concert will be given in the clubhouse. The admission is free to members, candidates for membership and friends from out of town. The programme for to-night follows:

March, "Eldorado"......Herbert Fantasia, "Creme de la Creme"..... Moses 'Coon Smiles''......Brill Selection, "When Johnny Comes Marching Home"Edwards Overture, "Masaniello" Cornet solo, "Own Make Polka"....J. Levy

Mr. Charles J. Kiefer. (a) "A Fairy Tale"......Dalley (b) "Hiawatha"Moret Man;" "It's for Her;" "My Little Hong-Kong Baby;" "Dat's de Way to Spell Chicken;" "Tessie, You Are the Only," and "I'll Be Your Honey in the

Selection, "Un Ballo in Maschera".... Verdi Church Chimes Arr. by Rembusch Selection, "Prince of Pilsen".....Luders "In the Sweet By and By".....Von Tilzer

STORIES OF THE TOWN.

The Ladies' Shakspearean Club had met ostensibly to decide whether Hamlet was or was not mad, but the woes of Hamlet and Ophelia seemed tame in comparison B. Black of the Appellate Court. with the gloom which apparently weighed upon their own souls. One lady after another gave as her excuse for not having "had time to read a word" of the lesson, the fact that she had been by various unhappy causes, deprived of her maid, and was "doing her own work," a state seem-"maid," a word which conveys a vision of housework" (when she could get her) their knew nothing about a stolen boat, he apattitude on the question seemed a little like "putting on airs" to the spinster who listened to their lamentations. But then, the spinster had never been married and was

not entitled to an opinion.
"I had a most admirable man as a houseservant," said one matron. "One night he tried to chloroform and rob us, but philosophically reflected that if I got another one he would probably do the same thing, so I kept him for several months or a promise of good behavior. One day I had occasion to reprimand him for some trifle, and he started down cellar with the kerosene can. I am mortally sure that it was his intention to pour the contents of the can into the furnace, but being seen, was

prevented. That was a little too much, and with deep regret I had to let him go." "That wasn't any worse than my experience," said another dejected woman, "The back part of my house is so shut off from the front part that I never know what is going on there. One morning at 4 o'clock a health officer rang the bell and told us that we were suspected of harboring a smallpox case. A prompt investigation disclosed in the third floor our cook's husband. a colored man as big as a tree, who had been there three days without my knowledge. It was satisfactorily proved that he was drunk and not afflicted with smallpox, and I went to bed with a nervous chill." "My maid was a pretty rosy-cheeked farmer's daughter, but her name was 'Dearest' and she flatly refused to answer to any other. Now, I couldn't let my husband call the hired girl Dearest, could I? So she had to go too. You are the only woman in the room fortunate enough to have a maid, and I understand you are never without one. How do you manage it?" The gentle middle-aged woman addressed

smiled a smile which she strove hard to keep from being superior. "Well, my dear." she said, "my mother was a Virginia woman whose reputation for housewifery extended all over the county, so I know how a house should be kept, but" with emphasis, "I don't do it. If my girl were as smart as I am, she wouldn't be my servant. I just reflect upon that and let lots and lots of things pass. My house may not be perfection in some places, but it is clean and comfortable, and I don't worry. I try to remember that my girl is human and liable to err as well as the rest of us. I haven't got my Shakspearean lesson this afternoon, either, but it is because I have taken time to write a paper for my colored girl to read at her club, which is called the 'Ladies' League.' It may be a little bit trying to think for others as well as yourself sometimes, but it pays in the long run. It is better than washing your own dishes three times a day, anyway.' Then the leader of the club announced that the time was up and that they would take the same lesson next time

The tattered old darky who, with his decrepit cart and hoary mule hauls away trash from Woodruff Place residences. came around to the dining-room window for his pay. "Why, Uncle," said the young lady as she watched him tuck away a dime into a red sock well filled with other small change, "you've got more money now than I have." "Laws, honey," replied the old ferred from Supreme Court, No. 20114. Cerman, "time I gets somep'n fer the mewel

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lef'." And with a bow as sweeping as age and rheumatism would permit, he shambled down the drive.

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A certain spinster in Indianapolis, who has lived alone in her beautiful and stately home for many years, is one of the city's most notable housewives. No childish fingers have ever marred the pristine brilliance of her mirrors and windows or played havoc with the handsome bronzes and vases in the daintily cared-for dining room. At the home of her brother, where seven children romp from morning until night, as may be imagined, the same exquisite perfection of housekeeping is impossible. One day her small niece returned home after a tea party at auntie's, and in an awed voice said,

JUDGES AT COUNTRY CLUB.

Attorney General Miller Entertains

Jurists of the High Courts. Attorney General Miller entertained the judges of the Supreme and Appellate Courts at dinner at the Country Club last evening. Those present were L. J. Monks, J. H. Jordan, J. V. Hadley, J. H. Gillett and Alexander Dowling of the Supreme Court and W. J. Henley, U. Z. Wiley, W. D. Robinson, F. S. Robey, D. W. Comstock and J.

Received "Whitecap" Notice.

A "whitecap" notice was received by 'Red" Fletcher, who lives in a shanty near White river, on West Tenth street, and he complained to the police yesterday, asking

The letter was in the nature of a threat against the lives of both himself and wife. It said in substance that he had stolen a boat from the river and was known as a boat and river thief, and stated that if he did not return the boat to its moorings before the setting of another sun he would pealed to the police, asking that he and his wife be protected.

DYSPEPSIA OF WOMEN.



Mrs. E. B. Bradshaw, of Guthrie, Okla., cured of a severe case by Lydia E. Pinkham's Vegetable Compound.

A great many women suffer with a form of indigestion or dyspepsia which does not seem to yield to ordinary medical treatment. While the symptoms seem to be similar to those of ordinary indigestion, yet the medicines universally prescribed do not seem to restore the patient's normal

Mrs. Pinkham claims that there is a kind of dyspepsia that is caused by derangement of the female organism, and which, while it causes disturbance similar to ordinary indigestion, cannot be relieved without a medicine which not only acts as a stomach tonic, but has peculiar uterinetonic effects as well. Thousands of testimonial let-

ters prove beyond question that nothing will relieve this distressing condition so surely as Lydia E. Pinkham's Vegetable Compound. It always works in harmony with the female system. Mrs. Pinkham advises sick women free. Address Lynn, Mass.

Letter to Mr. Sterling R. Holt, Indanapolis, Ind.

Dear Sir: Some think we take a good deal of risk in inviting complaints of Devoe Ready Paint-we authorize our agent to sell it under this guarantee: "If you have any fault to find with this paint, either now in putting it on, or here-

after in the wear, tell your dealer about it." "We authorize him to do what is right The following story tells how little the

J. H. Asher & Co., hardware dealers, Rhinebeck, N. Y., have sold Devoe from 'Mamma, I saw a fly in Aunt Maria's 176 to now, and have had just one complaint house, but (thoughtfully) it was washing in all this time Three sides of a house were perfect; the fourth was as bad as the three were good. Explanation-It rained the night before the fourth side was painted; and the painters didn't wait for the wood to dry. What is done in such a case? ever the dealer, who sold the paint, considers it fair to do. We leave it to him. He may not do exactly what we should if we were there; but we are not there. The best we can do is to leave it to him.

Yours truly.
F. W. DEVOE & CO. P. S .- Lilly & Stalnaker are Devoe agents in Indianapolis.

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